

BRAE
CORPORATION

RECORDATION NO. 9875-J Filed 1425

AUG 14 1979 -2 02 PM

INTERSTATE COMMERCE COMMISSION

AUG 14 1979 -2 02 PM

FEE OF \$1.00

August 14, 1979

RECORDATION NO. 9875-H Filed 1425

AUG 14 1979 -2 02 PM

INTERSTATE COMMERCE COMMISSION

9-2264095

AUG 14 1979

RECORDATION NO. 9875-J Filed 1425

AUG 14 1979 -2 02 PM

INTERSTATE COMMERCE COMMISSION

H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Date 100.00
Fee \$

CC: Washington, D.C.

Dear Mr. Homme:

Enclosed for filing and recordation pursuant to former Section 20c of the Interstate Commerce Act, 49 U.S.C. Section 11303, are documents relating to the railroad equipment described and marked in accordance with Schedule I attached hereto:

(1) Second Amendment dated as of August 1, 1979 to the Equipment Trust Agreement dated as of November 1, 1978, as amended by a First Amendment dated as of March 1, 1979.

(2) Lease Agreement dated as of May 18, 1978 between BRAE Corporation and The East St. Louis Junction R.R. Co., including Equipment Schedule Nos. I and II thereto.

(3) Lease Agreement dated as of July 12, 1979 between BRAE Corporation and the Mississippi & Skuna Valley R R Co., including an Equipment Schedule thereto.

The names and addresses of the parties of the above transactions are as follows:

(1) Second Amendment to Equipment Trust Agreement

- (a) Company: BRAE Corporation
Three Embarcadero Center
San Francisco, CA 94111
- (b) Trustee: Morgan Guaranty Trust Company
of New York
30 West Broadway
New York, New York 10015

H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
8/14/79
Page 2

(2) Lease Agreement

- (a) Lessor: BRAE Corporation
Three Embarcadero Center
San Francisco, CA 94111
- (b) Lessee: The East St. Louis Junction
R.R. Co.
National City, Illinois
- (c) Assignee: Morgan Guaranty Trust Company
of New York
30 West Broadway
New York, New York 10015

(3) Lease Agreement

- (a) Lessor: BRAE Corporation
Three Embarcadero Center
San Francisco, CA 94111
- (b) Lessee: Mississippi & Skuna Valley
R R Co.
Bruce, Mississippi
- (c) Assignee: Morgan Guaranty Trust Company
of New York
30 West Broadway
New York, New York 10015

BRAE Corporation's interest in the enclosed Lease Agreements was assigned to the Trustee under the Equipment Trust Agreement dated as of November 1, 1978 between Morgan Guaranty Trust Company of New York, as Trustee, and BRAE Corporation, which was duly filed and recorded at 11:05 a.m. on November 30, 1978 and assigned recordation number 9875, as amended by First Amendment dated as of March 1, 1978 which was duly filed and recorded and assigned recordation number 9875-G, and by Second Amendment dated as of August 1, 1979, presented for filing and recordation with this letter.

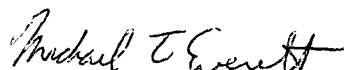
R. G. Homme, Jr.
Secretary
Interstate Commerce Commission
8/14/79
Page 3

Please file and record the enclosed documents, assigning them the first subletters available under Recordation No. 9875, and cross index them under the names listed above. For BRAE Corporation, please also cross index under the names Brae Corporation and BraeLease Corporation. The Trustee's interest in the fifty cars numbered GWF1201-GWF1250 under the Lease Agreement dated as of June 26, 1978 between BRAE Corporation and Galveston Wharves (Recordation No. 9875-E) is released by the enclosed Second Amendment. Accordingly, please also cross index the enclosed Second Amendment under the name of Galveston Wharves.

Enclosed is a check payable to the Interstate Commerce Commission in the amount of \$150, the prescribed fee for filing and recording the enclosed documents.

Please return to the person presenting this letter your letter confirming such filing and recordation, your fee receipt therefor and all copies of the enclosed documents not required for filing.

Very truly yours,


Michael T. Everett
Assistant Secretary

SCHEDULE A

<u>Lessee</u>	<u>No. of Boxcars To Be Under Lease</u>	<u>No. of Boxcars Which Are Trust Equipment</u>	<u>Date of Lease</u>	<u>Term</u>	<u>Trust Equipment Identification Numbers (Both Inclusive)</u>
Oregon, Pacific & Eastern Railway Company	100 XM	100 XM	3/29/78	15 Years	OPE 15101- OPE 15200
Ashley, Drew & Northern Railway Company	300 XM 300 XP	300 XM 300 XP	6/23/78	15 Years	ADN 9400-9699 ADN 5600-5899
Port of Tillamook Bay	50 XM	50 XM	3/8/78	15 Years	POTB 101-150
Delta Valley & Southern Railway Company	100 XM	50 XM	7/21/78	15 Years	DVS 1001-1050
Galveston Wharves	1000 XM	200 XM	6/26/78	15 Years	GWF 1001-1200
Sierra Railroad Company	50 XM	50 XM	7/14/78	15 Years —	SERA 5000-5049
East St. Louis Junction R.R. Co.	100 XM	50 XM	5/18/78	15 Years✓	ESLJ 7700-7712 ESLJ 7714-7750

OVER
↓

<u>Lessee</u>	<u>No. of Flatcars To Be Under Lease</u>	<u>No. of Flatcars Which Are Trust Equipment</u>	<u>Date of Lease</u>	<u>Term</u>	<u>Trust Equipment Identification Numbers (Both Inclusive)</u>
Mississippi & Skuna Valley RR Co.	100 FB	50 FB	7/12/79	15 Years	MSV 400-449

Interstate Commerce Commission
Washington, D.C. 20423

8/14/79

OFFICE OF THE SECRETARY

Michael T. Everett
Assistant Secretary
Three Embarcadero Center
San Francisco, Calif. 94111

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/14/79 at 2:30pm, and assigned recordation number(s).

9875-H, 9875-I, 9875-J

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SECOND AMENDMENT dated as of August 1, 1979 to Equipment Trust Agreement dated as of November 1, 1978, as amended by a First Amendment dated as of March 1, 1979 (the "Agreement") by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York (the "Trustee") and BRAE CORPORATION, a Delaware corporation (the "Company").

RECORDATION NO. 9875-14 Filed 1425

AUG 14 1979 - 2 02 PM

THE PARTIES AGREE AS FOLLOWS:

INTERSTATE COMMERCE COMMISSION

1. The paragraph of §5.01 which reads as follows:

In case one or more Events of Default shall happen and be continuing, the Trustee upon the written request of the holders of 75% in unpaid principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare the unpaid principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable.

is amended to read as follows:

In case one or more Events of Default shall happen and be continuing, the Trustee upon the written request of the Holders of not less than 75% in unpaid principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare the unpaid principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable; provided, however, that if a subsidiary (the "Weyerhaeuser subsidiary") of Weyerhaeuser Company, a Washington corporation ("Weyerhaeuser"), is a lessee of Trust Equipment and, within 15 days after written notice of an Event of Default is given to Weyerhaeuser, Weyerhaeuser (A) expressly assumes in writing, by an agreement satisfactory in form and substance to the Holders (the "Assumption Agreement"), the due and punctual payment of the Weyerhaeuser Proportion (as defined below) of the principal of and premium, if any, and interest on each Trust Certificate and the due

and punctual performance and observance of all the obligations, liabilities and covenants of the Company contained in this Agreement (other than in Sections 6.05(a) through (l) hereof and, in the case of Section 4.04 hereof, limited to the Weyerhaeuser Proportion of rental payments required under Section 4.04) and in the Weyerhaeuser Proportion of each Trust Certificate, in each case as it relates to the Trust Equipment leased to the Weyerhaeuser subsidiary, (B) pays to the Trustee a sum sufficient to pay all matured installments of interest upon the Weyerhaeuser Proportion of each Trust Certificate and the principal of the Weyerhaeuser Proportion of each Trust Certificate which shall have become due otherwise than by acceleration and any and all other amounts then due and payable under this Agreement (other than the principal of the Weyerhaeuser Proportion of each Trust Certificate which shall have become due by acceleration), (C) expressly acknowledges in writing that the Trust Equipment leased to the Weyerhaeuser subsidiary is subject to the lien and security interest created by this Agreement, (D) records and files, at its sole expense, with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, and in such other public offices as the Trustee may reasonably request, the Assumption Agreement and such other documents as the Holders shall request in order to maintain and preserve the lien and security interest created by this Agreement in the Trust Equipment, (E) agrees to maintain its corporate existence in a manner satisfactory to the Holders of Trust Certificates and (F) furnishes to the Holders documents and opinions of counsel corresponding to those referred to in Paragraphs 6(b), (d), (i) and (j) of the Purchase Agreement, modified to the extent necessary to be applicable to such assumption and satisfactory in form and substance to the Holders, then the Holders shall waive such declaration to the extent of the Weyerhaeuser Proportion of the aggregate unpaid principal amount of the outstanding Trust Certificates and shall waive the remedies contained in Section 5.02 hereof with respect to the Trust Equipment being leased to the Weyerhaeuser subsidiary, such waivers to be effective only so long as no Event of Default as defined in the Assumption Agreement shall exist. For purposes of this paragraph, the "Weyerhaeuser Proportion" shall mean a

fraction, the numerator of which is the value of the units of Trust Equipment leased by the Weyerhaeuser subsidiary (such value to be determined in accordance with clause (i) of the last paragraph of Section 4.06 hereof) and the denominator of which is the value of all units of Trust Equipment. If any Trust Equipment is leased to a Weyerhaeuser subsidiary, then the Trustee shall give prompt written notice to Weyerhaeuser at the address supplied to the Trustee for that purpose for each Event of Default under this Agreement.

2. Schedule A to the Agreement is amended to (i) make certain additions thereto and (ii) release the interest of the Trustee under the Agreement in boxcars numbered GWF 1201-1250 (both inclusive) and in the Lease Agreement dated as of June 26, 1978 between the Company and Galveston Wharves, but only to the extent that it relates to boxcars numbered GWF 1201-1250 (both inclusive), all as more completely provided in Schedule A attached hereto, which replaces Schedule A to the Agreement.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Amendment to be executed by their duly authorized officers of the date first written above.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, AS TRUSTEE

By: _____

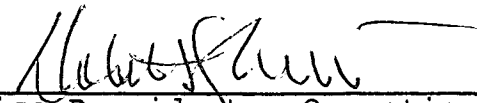

Trust Officer

[Corporate Seal]

Attest:



Assistant Secretary

BRAE CORPORATION

By: 
Vice President - Operations

[Corporate Seal]

Attest:


Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 9th day of August, 1979, before me personally came R. Amundsen, to me known, who, being me duly sworn, did depose and say that he resides at 12 Garden Blvd Hicksville, N. Y. 11801 that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

[Notarial Seal]

Maureen McManis
Notary Public

MAUREEN McMANIS
NOTARY PUBLIC, State of New York
No. 01MC4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

STATE OF CALIFORNIA)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 3rd day of August, 1979, before me personally came Donald H. Gleason, to me known, being by me duly sworn, did depose and say that he resides at 44 Tuscaloosa Avenue, Atherton, California, that he is the Vice President - Operations of BRAE CORPORATION, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

Mirella R. Abbo
Notary Public

[Notarial Seal]



SCHEDULE A

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